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Attorneys for Defendant
Wells Fargo Bank, N.A.
(Erroneously sued as WELLS FARGO, N.A.)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DAVID GLOVER,

Plaintiff,

vs.

WELLS FARGO, N.A.

Defendant.

) CASE NO: **3:16-cv-06201-JSC**

) Assigned to:
) Hon. Jon S. Tigar

) **JOINT STIPULATION FOR**
) **ARBITRATION AND REQUEST FOR**
) **DISMISSAL**

) *[Filed Concurrently with [Proposed] Order]*

) Action Filed: October 26, 2016
) Trial Date: None Set

Pursuant to the express terms of the Consumer Account Agreement, out of which the subject of the Complaint filed in this matter arises, Plaintiff David Glover (“Plaintiff”) and defendant Wells Fargo Bank, N.A. (“Wells Fargo”), hereby stipulate that this matter shall be referred to binding arbitration, and that this matter will be dismissed without prejudice.

The parties, through their respective counsel of record, stipulate and agree to the terms as follows:

1. The parties shall submit to binding non-judicial arbitration;
2. The arbitration shall be conducted through the American Arbitration Association;
3. That Wells Fargo be dismissed from this action without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), and that each party shall bear its own attorneys’ fees and costs as to this federal court action; and,
4. The parties acknowledge that if Plaintiff chooses to pursue the claims asserted against Wells Fargo in this case, he will do so through arbitration, as required by the agreement that covers the relationship between the parties.

IT IS SO STIPULATED.

DATED: November 21, 2016

KIMMEL & SILVERMAN, P.C.

By: /s/ Rachel Stevens

Rachel Stevens
Amy L. Bennecoff Ginsburg
Attorneys for Plaintiff, David Glover

1 DATED: November 21, 2016

DORSEY & WHITNEY LLP

3 By: /s/ Eric J. Troutman

4 Eric J. Troutman

5 Divya S. Gupta

6 Attorneys for Defendant,

Wells Fargo Bank, N.A.

(Erroneously sued as WELLS FARGO, N.A.)

7
8 **CERTIFICATE OF SERVICE**

9 I hereby certify that on this 21st day of November, I electronically filed the
10 foregoing with the Clerk of the Court using the CM/ECF system, which will send
11 notification of such filing to the following:
12

13 Amy Lynn Bennecoff Ginsburg, Esq. (275805)

14 Rachel Rebecca Stevens, Esq.

15 Kimmel & Silverman, P.C.

16 30 East Butler Pike

Ambler, PA 19002

17 Telephone: (215) 540-8888

18 E-mail: aginsburg@creditlaw.com

E-mail: rstevens@creditlaw.com

19 I hereby certify that I have mailed by United States Postal Service the foregoing
20 document to the following non-CM/ECF participants: N.A.
21

22 Respectfully submitted,

23 /s/ Eric J. Troutman

24 Eric J. Troutman